

RECORDATION NO. 23167-A FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

OCT 18 '00 2:39 PM
TS
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 16, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Trust Indenture and Security Agreement, dated July 14, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 23167.

The names and addresses of the parties to the enclosed document are:

Owner Trustee:	First Security Bank, National Association 79 South Main Street Salt Lake City, Utah 84111
----------------	--

Indenture Trustee:	Allfirst Bank 25 South Charles Street Baltimore, MD 21201
--------------------	---

A description of the railroad equipment covered by the enclosed document is:

Four (4) AEM-7 locomotives, AMTK 901, AMTK 916, AMTK 918 and AMTK 924

Mr. Vernon A. Williams
October 16, 2000
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Trust Indenture and Security Agreement between
First Security Bank, Owner Trustee, and Allfirst Bank, Indenture Trustee,
covering four (4) AEM-7 locomotives, AMTK 901, AMTK 916, AMTK 918
and AMTK 924

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 23167-A FILED

OCT 18 '00 2-39 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (AMTRAK TRUST 99-A) dated July 14, 1999, between FIRST SECURITY BANK, NATIONAL ASSOCIATION, as owner trustee (the "*Owner Trustee*"), and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 99-A) dated as of July 14, 1999 (the "*Trust Indenture*"), as supplemented by Indenture Supplement No. 1 (the terms of each of which are incorporated herein by reference; and the Trust Indenture as so supplemented being herein called the "*Indenture*"), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Indenture Supplement No. 1 or any mortgage supplemental thereto, are included within the Trust Indenture Estate), to wit:

1. all Units and all replacements thereof and substitutions therefor, to the extent of any and all right, title and interest now owned or held or hereafter acquired by Owner Trustee, including the equipment listed on Schedule I hereto;
2. the Lease (including all Lease Supplements) and all rights, powers and privileges of Owner Trustee thereunder or in respect thereof, including (a) all rights of Owner Trustee to receive and collect all rents, income, revenues and other amounts (including all insurance proceeds, condemnation awards, sales proceeds under Section 13 or Section 26 of the Lease and other proceeds provided for under any of the provisions of the Lease) now or hereafter receivable under any of the provisions thereof, all rights of Owner Trustee to give any notice, consent, waiver or approval thereunder or otherwise in respect thereof, to exercise any election or option thereunder and to accept any surrender or other delivery of any property thereunder and (b) all rights, powers and remedies of Owner Trustee (whether under the Lease, by statute, at law, in equity or otherwise) to enforce any provision of the Lease, including the right to enforce Amtrak's obligation to pay Supplemental Rent due to the holders of the Secured Notes or Indenture Trustee;
3. the Purchase Agreement and all rights, powers and privileges of Owner Trustee thereunder;

4. all monies, securities and other property now or from time to time hereafter held or required to be held by Indenture Trustee as security for the Secured Notes pursuant to the provisions of the Indenture;

5. any and all property, tangible or intangible, that may from time to time hereafter by delivery or by writing of any kind for the purposes hereof be in any way subjected to the Lien of the Indenture, or be expressly Granted as additional security for the Secured Notes by Owner Trustee, or by anyone authorized to do so on the behalf or with the consent of Owner Trustee, to Indenture Trustee, which is hereby authorized to receive the same at any and all times as and for additional security;

6. any and all rents, issues, profits, revenues and other income or proceeds of any of the properties subject or intended to be subject to the Lien of the Indenture, including all proceeds of the conversion, voluntary or involuntary, of all or any portion of the property now or from time to time hereafter subject or required or intended to be subject to the Lien of the Indenture into cash, negotiable instruments or other instruments for the payment of money, chattel paper, security agreements, documents, liquidated claims or any form of proceeds (including proceeds of insurance and of any governmental takings with respect to such property); provided, however, that the inclusion of proceeds in the Trust Indenture Estate does not permit Owner Trustee, nor is Owner Trustee otherwise permitted, to sell, dispose of or otherwise use the Trust Indenture Estate in a manner not expressly permitted by the Indenture; and

7. all proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights;

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK NATIONAL
ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee

By: _____

Name: **C. Scott Nielsen**
Title: **Vice President**

ALLFIRST BANK, as Indenture Trustee not in its
individual capacity, but solely as Indenture
Trustee

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK NATIONAL
ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee

By: _____
Name:
Title:

ALLFIRST BANK, as Indenture Trustee not in its
individual capacity, but solely as Indenture
Trustee

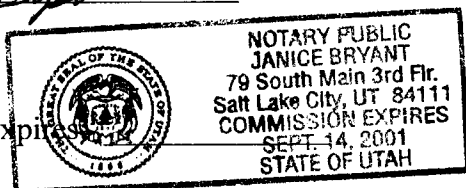
By: *Robert D. Brown*
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

On this 18 day of October, 2000, before me personally appeared C. SCOTT NIELSEN to me personally known, who, being by me duly sworn, says that he/she is the Vice President of FIRST SECURITY BANK NATIONAL ASSOCIATION that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Janice Bryant
Notary Public

My Commission Expires



Memorandum of Indenture (AMTRAK TRUST 99-A)

STATE OF MARYLAND)
) SS.:
~~CITY OF BALTIMORE~~)

County

On this 10 day of October, 2000, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/~~she~~ is Vice President of ALLFIRST BANK, and that the foregoing instrument was signed on behalf of said Maryland banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra L. Cucchiella

Notary Public

My commission expires: 5/1/2002

Memorandum of Indenture (AMTRAK TRUST 99-A)

SCHEDULE I

DESCRIPTION OF EQUIPMENT

AMTRAK TRUST 99-A

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
Rebuilt AEM-7 Locomotive	916
Rebuilt AEM-7 Locomotive	924
Rebuilt AEM-7 Locomotive	918
Rebuilt AEM-7 Locomotive	901